

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

SUPERIOR INTEGRATED SOLUTIONS, INC.,)	
)	
Plaintiff,)	Case No. 3:09-cv-314
)	
v.)	Judge Thomas M. Rose
)	
THE REYNOLDS AND REYNOLDS)	Magistrate Judge Sharon L.
COMPANY,)	Ovington
)	
Defendant.)	

**PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTION**

Plaintiff Superior Integrated Solutions, Inc. ("SIS"), by its attorneys, and pursuant to Fed. R. Civ. P. 65 and Local Rule 65.1, respectfully requests that the Court enter a temporary restraining order and preliminary injunction requiring the defendant, The Reynolds and Reynolds Company ("Reynolds"), to immediately cease interfering with the interfacing (the "Interface") between SIS's integration software and the Reynolds dealer management systems ("DMS") used at over 3,000 auto dealerships across the country. It is undisputed that the parties' contract, namely the Reynolds Interface Agreement dated September 21, 2006 ("RIA"), prohibits Reynolds from interfering with the Interface, and that the RIA is in full force and effect through September 21, 2009. It also is undisputed that Reynolds, as recently as June 22, 2009, committed in writing that it would honor the terms of that RIA, and refrain from interfering with the Interface, until the RIA's expiration on September 21, 2009.

Unless Reynolds is enjoined from interfering with the Interface, SIS will be irreparably harmed by the loss of its customers and by the loss of the goodwill associated with those

customer relationships, which is difficult to compute in money damages. SIS, therefore, has no adequate remedy at law.

In further support of this motion, SIS respectfully submits the accompanying Affidavit of Phillip Battista, and Plaintiff's Memorandum in Support of Motion for Temporary Restraining Order And Preliminary Injunction.

WHEREFORE, SIS respectfully requests that this Court ORDER and DECREE that:

1. Reynolds be enjoined, directly or indirectly, and whether alone or in concert with others, including any officer, agent, representative, and/or employee of Reynolds, from interfering with the Interface between SIS's integration software and the Reynolds DMS at auto dealerships; and
2. The Order remain in full force and effect through September 21, 2009.

August 31, 2009

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Motion, and the accompanying memorandum in support, affidavit and exhibits, was served on counsel for defendant The Reynolds and Reynolds Company, as identified below, by facsimile pursuant to S.D. Ohio Civ. R. 5.2(b) this 31st day of August. 2009.

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